

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING N	PAGE OF PAGES 1 33	
2. CONTRACT NO.		3. SOLICITATION NO. <b>DE-RP52-07NA27648</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>17 AUG 2007</b>	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY FAD/SCSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 REINA T. SERINO 505-845-5639 RSERINO@DOEAL.GOV					
8. ADDRESS OFFER TO (If other than Item 7)		CODE 898358					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Psychological Assessment Services, Las Vegas, Nevada. This acquisition is 100% small business set-aside to eligible contractors (including but not limited to sole proprietors) located in Las Vegas, Nevada. See section L for due date/time and proposal submission instructions. Offerors are advised that this requirement may be delayed, canceled, or revised at any time during the solicitation, or final award process, and is subject to the availability of funds. This is not sealed bid; therefore, offers will not be opened publicly. For questions, call Reina Serino, Contract Specialist, at (505) 845-5639.							
10. FOR INFORMATION CALL: ➡		A. NAME <b>KIM M. GALLEGOS</b>		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 505-845-5848		C. E-MAIL ADDRESS kgallegos@doeal.gov	
<b>11. TABLE OF CONTENTS</b>							
(√)	SEC.	DESCRIPTION		PAGE(S)	(√)	SEC.	PAGE(S)
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
√	A	SOLICITATION/CONTRACT FORM		1	√	I	CONTRACT CLAUSES 22
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.</b>		
√	C	DESCRIPTION/SPECS./WORK STATEMENT		8	√	J	LIST OF ATTACHMENTS 33
√	D	PACKAGING AND MARKING		9	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
√	E	INSPECTION AND ACCEPTANCE		10	√	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS K - 1
√	F	DELIVERIES OR PERFORMANCE		11	√	L	INSTRS, CONDS, AND NOTICES TO OFFERORS L - 1
√	G	CONTRACT ADMINISTRATION DATA		12	√	M	EVALUATION FACTORS FOR AWARD M - 1
√	H	SPECIAL CONTRACT REQUIREMENTS		14			
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO. DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS UNUSABLE  
ConWrite Version 6.6.4  
Created 17 Aug 2007 6:39 PM

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA  
FAR (48 CFR) 53.21(c)

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0001

NTE: \_\_\_\_\_

**Noun:** PSYCHOLOGICAL ASSESSMENT SERVICES

**Contract type:** J - FIRM FIXED PRICE

**Start Date:** Effective Date of Award (DOA)

**Completion Date:** 12 months from effective DOA

**Descriptive Data:**

The Contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the "Statement of Work (SOW) for Psychological Assessment Services in Support of the Department of Energy, National Nuclear Security Administration (DOE/NNSA) Personnel Security Department (PSD)," dated Jan 18, 2007 at Attachment 1, at the Firm-Fixed unit prices set forth below, as ordered in accordance with paragraph H014 Ordering Procedure and H098 Task Order Definitization. The base period of performance for this option shall be for twelve months, effective from DOA thru 12 months from effective DOA.

Effective DOA thru month 12	Estimated Quantities	Unit of Issue	Firm-Fixed Unit Price*
Initial File Review	(as specified in each Task Order)	File	\$
Clinical Evaluation/Interview	(as specified in each Task Order)	Exam/Report	\$
Interpretation of Test Results	(as specified in each Task Order)	Report	\$
Testifying at Hearings	(as specified in each Task Order)	Hourly	\$
Special Requests	(as specified in each Task Order)	Hourly	\$

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

---

0002

NTE: \$1,000.00

*Noun:* ODCS AND TRAVEL  
*Contract type:* S - COST  
*Start Date:* Effective Date of Award (DOA)  
*Completion Date:* 12 months from effective DOA  
*Descriptive Data:*

The Contractor shall, upon receipt of duly executed task orders, furnish all necessary Other Direct Costs (ODCs) incident to providing Psychological Assessment Services as specified in the "Statement of Work (SOW) for Psychological Assessment Services in Support of the Department of Energy, National Nuclear Security Administration (DOE/NNSA) Personnel Security Department (PSD)," dated Jan 18, 2007 at Attachment 1, as ordered in accordance with paragraph H014 Ordering Procedure and H098 Task Order Definition. ODCs. ODCs may be reimbursed as required within the time specified in each task order. The estimated cost for Item 0002, ODC's and Travel, is as specified in each Task Order. No profit or fee is allowed on ODCs. The total contract amount for ODCs shall not exceed \$1,000 for the base 12-month period effective from DOA thru 12 months from effective DOA.

Reimbursable items include:  
Psychological Testing  
Laboratory Testing  
Travel for Hearings

Allowable costs for travel, in performance of the SOW, shall not exceed the Government's Federal Travel Regulation 41 CFR. Documentation for actual travel costs must be submitted, complete with receipts for all transportation and lodging, when invoicing for the travel costs.

A copy of the actual expense incurred by the certified laboratory that performed the test will support invoices for laboratory testing. A copy of the actual expense incurred will also support invoices for psychological testing.

0003

NSP

*Noun:* REPORTS AND DELIVERABLES  
*Contract type:* NSP  
*Start Date:* Effective Date of Award (DOA)  
*Completion Date:* 12 months from effective DOA  
*Descriptive Data:*

Submit reports and deliverables in accordance with Reporting Requirements Checklist (F480.1), dated Jan 18, 2007, listed at Section J, Attachment 2. CLIN 0003 is not separately priced and is included in the price of CLIN 0001 above, effective for the base 12-month period effective from Date of Award (DOA) thru 12 months from effective DOA.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
------	----------------------	-------------------	---------------------------------

0004 OPTION CLIN (service) NTE: \_\_\_\_\_

*Noun:* OPTION: PSYCHOLOGICAL ASSESSMENT SERVICES

*Descriptive Data:*

The contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing the requirements specified in the "Statement of Work (SOW) for Psychological Assessment Services in Support of the Department of Energy, National Nuclear Security Administration (DOE/NNSA) Personnel Security Department (PSD)," dated Jan 18, 2007 at Attachment 1, at the Firm-Fixed unit prices set forth below, as ordered in accordance with paragraph H014 Ordering Procedure and H098 Task Order Definization. If exercised, the period of performance for this option shall be for a period of four years, effective from 13 thru 60 months from effective DOA.

13 thru 24 months from DOA	Estimated Quantities	Unit of Issue	Firm-Fixed Unit Price*
----------------------------	----------------------	---------------	------------------------

Initial File Review	(as specified in each Task Order)	File	\$
Clinical Evaluation/Interview	(as specified in each Task Order)	Exam/Report	\$
Interpretation of Test Results	(as specified in each Task Order)	Report	\$
Testifying at Hearings	(as specified in each Task Order)	Hourly	\$
Special Requests	(as specified in each Task Order)	Hourly	\$

25 thru 36 months from DOA	Estimated Quantities	Unit of Issue	Firm-Fixed Unit Price*
----------------------------	----------------------	---------------	------------------------

Initial File Review	(as specified in each Task Order)	File	\$
Clinical Evaluation/Interview	(as specified in each Task Order)	Exam/Report	\$
Interpretation of Test Results	(as specified in each Task Order)	Report	\$
Testifying at Hearings	(as specified in each Task Order)	Hourly	\$
Special Requests	(as specified in each Task Order)	Hourly	\$

37 thru 48 months from DOA	Estimated Quantities	Unit of Issue	Firm-Fixed Unit Price*
----------------------------	----------------------	---------------	------------------------

Initial File Review	(as specified in each Task Order)	File	\$
Clinical Evaluation/Interview	(as specified in each Task Order)	Exam/Report	\$
Interpretation of Test Results	(as specified in each Task Order)	Report	\$
Testifying at Hearings	(as specified in each Task Order)	Hourly	\$
Special Requests	(as specified in each Task Order)	Hourly	\$

49 thru 60 months from DOA	Estimated Quantities	Unit of Issue	Firm-Fixed Unit Price*
----------------------------	----------------------	---------------	------------------------

Initial File Review	(as specified in each Task Order)	File	\$
Clinical Evaluation/Interview	(as specified in each Task Order)	Exam/Report	\$
Interpretation of Test Results	(as specified in each Task Order)	Report	\$
Testifying at Hearings	(as specified in each Task Order)	Hourly	\$
Special Requests	(as specified in each Task Order)	Hourly	\$

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005	OPTION CLIN (service)		NTE: \$13,000.00
	<i>Noun:</i> OPTION: ODCS AND TRAVEL		
	<i>Descriptive Data:</i> The Contractor shall, upon receipt of duly executed task orders, furnish all necessary Other Direct Costs (ODCs) incident to providing Psychological Assessment Services as specified in the "Statement of Work (SOW) for Psychological Assessment Services in Support of the Department of Energy, National Nuclear Security Administration (DOE/NNSA) Personnel Security Department (PSD)," dated Jan 18, 2007 at Attachment 1, as ordered in accordance with paragraph H014 Ordering Procedure and H098 Task Order Definition. ODCs. ODCs may be reimbursed as required within the time specified in each task order. No profit or fee is allowed on ODCs. The estimated cost for Item 0005, ODCs and Travel, is as specified in each Task Order. The total contract amount for ODCs shall not exceed \$13,000.00 for the option period. If exercised, the period of performance for this option shall be for a period of forty-eight months, effective from 13 thru 60 months from effective DOA.		
	Reimbursable items include: Psychological Testing Laboratory Testing Travel for Hearings		
	Allowable costs for travel, in performance of the SOW, shall not exceed the Government's Federal Travel Regulation 41 CFR. Documentation for actual travel costs must be submitted, complete with receipts for all transportation and lodging, when invoicing for the travel costs.		
	A copy of the actual expense incurred by the certified laboratory that performed the test will support invoices for laboratory testing. A copy of the actual expense incurred will also support invoices for psychological testing.		
0006	OPTION CLIN (service)		NSP
	<i>Noun:</i> OPTION: REPORTS AND DELIVERABLES		
	<i>Descriptive Data:</i> Submit reports and deliverables in accordance with Reporting Requirements Checklist (F480.1), dated Feb 21, 2007, listed at Section J, Attachment 2. CLIN 0006 is not separately priced and is included in the price of CLIN 0004 above. If exercised, the period of performance for this option shall be for a period of forty-eight months, effective from 13 thru 60 months from effective DOA.		

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**B003 ITEMS BEING ACQUIRED (FEB 2005) (TAILORED)**

The contractor shall furnish the necessary personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the objectives and requirements of Part III Section J, Attachment 1 and otherwise do all things necessary for, or incidental to, the performance of this contract by providing the following effort or items:

Item 1- Psychological Assessment Services to the National Nuclear Security Administration (NNSA) at the firm-fixed unit prices listed in Section B, CLIN 0001. The contractor shall incur costs under this contract only in the performance of task orders issued in accordance with paragraph H014 Ordering Procedure and H098 Task Order Definitization.

Item 2- Travel, laboratory testing, and psychological testing reasonably required to support the requirements as specified in each task order.

Item 3- Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, not separately priced.

Item 4- Option: If exercised, task orders may be issued against this ceiling for Psychological Assessment Services to the National Nuclear Security Administration (NNSA) at the firm-fixed unit prices listed in Section B, CLIN 0004. The contractor shall incur costs under this contract only in the performance of task orders issued in accordance with paragraph H014 Ordering Procedure and H098 Task Order Definitization.

Item 5- Option: If exercised, travel, laboratory testing, and psychological testing reasonably required to support the requirements as specified in each task order.

Item 6- Option: If exercised, reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, not separately priced.

Total Estimated Price/Cost: TBD

**B008 ESTIMATED COST - NO FEE (JUN 2003) (TAILORED)**

(a) Pursuant to the FAR Clause 52.216-11, entitled "Cost Contract-No Fee," the estimated cost and estimated total amount of Other Direct Costs (ODC's) and Travel shall be specified in each Task Order. In regard to the application of FAR Clause 52.216-7, Allowable Cost and Payment, the Contractor shall be reimbursed for the reasonable, allowable, allocable, and other direct costs (excluding any applied indirect costs), incurred as established by audit determination consistent with FAR Subpart 31.2, to the ceiling amount of \$14,000.00. The total ceiling amount for ODC's and Travel includes the basic period and exercised option period as follows:

	ITEM(S)	Other Direct Costs
Basic Period of Performance	See CLIN 0002	\$1,000.00
Option Period, if exercised	See CLIN 0005	\$13,000.00

TOTAL ceiling if the option is exercised: \$14,000.00

(b) No fee is payable to the Contractor.

(c) Allowable costs for travel shall not exceed the Government's Federal Travel Regulation 41 CFR. The estimated cost for travel and other direct costs may be increased unilaterally by the Contracting Officer any time prior to the completion of this contract. Any such change shall be made only to the extent that such a change in the estimated cost is consistent with the technical requirements and necessary to allow the Contractor to devote its efforts in furnishing the level of effort required by this contract.

*Applies to Cost CLIN(s) only.*

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)**

The SOW/PWS is included as Attachment 1 to this contract and is listed in Part III, Section J.

**C003 REPORTS (FEB 2005)**

(a) Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2.

(b) Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.



**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**D001 PACKAGING (FEB 2005) (TAILORED)**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by the United States Postal Service (USPS) and safe transportation at the most economical certified rates.

The Contractor shall send all written correspondence, including reports, utilizing the USPS (the reports and deliverables will be double wrapped double labeled, and addressed "to be opened by Contracting Officer Representative only"), sent via certified USPS mail. All postage and fees related to submitting reports and deliverables to the Contracting Officer or the Contracting Officer's Representative shall be the responsibility of the Contractor.

**D002 MARKING (FEB 2005)**

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

**D003 SECURITY REQUIREMENTS (FEB 2005) (TAILORED)**

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping Official Use Only Information materials as prescribed by the current NNSA/DOE Safeguards and Security directives identified identified in the Statement of Work.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**E001 INSPECTION AND ACCEPTANCE (FEB 2005)**

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

- 52.242-15 STOP-WORK ORDER (AUG 1989)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
*Applies to Cost CLIN(s) only.*
- 52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)**

The ordering period for the effort required under this contract is for a period of twelve months from effective date of award (DOA), with the option to exercise a forty-eight month option, for a total of sixty months.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)**

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Government Program Manager, Contracting Officer's Representation (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

Government Program Manager, COR or other duly authorized Government representative: Gloria Medina, United States Department of Energy, NNSA Service Center/PSD, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-6640, GMedina@doeal.gov. (insert Point of Contact information - Name, Address, Phone no., Fax no, and E-mail)

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Contract Specialist: Reina Serino, United States Department of Energy, NNSA Service Center/OBS, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-5639, rserino@doeal.gov. (insert Contract Specialist information - Name, Address, Phone no., Fax no, and E-mail)

(c) The Contracting Officer for this contract is:

Kim M. Gallegos, United States Department of Energy, NNSA Service Center/OBS, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-5848, kgallegos@doeal.gov. (insert Contracting Officer information - Name, Address, Phone no., Fax no, and E-mail)

**G003 BILLING INSTRUCTIONS (FEB 2005) (TAILORED)**

(a) The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use

VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) task order number;
- (3) DOE number;
- (4) contractor name;
- (5) date of voucher;
- (6) invoice number;
- (7) total amount of voucher;
- (8) period covered or items delivered; and
- (9) cumulative amount invoiced to date.

(d) If you are unable to submit invoices electronically, contact the Contract Specialist identified in clause G001.

**G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)  
(TAILORED)**

(a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.

(b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s):

COR: Gloria Medina, United States Department of Energy, NNSA Service Center/PSD, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-6640, GMedina@doeal.gov.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**NNSA OTHER CONTRACT CLAUSES IN FULL TEXT**

**H001 CLAUSE AND PROVISION NUMBERING (FEB 2005)**

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

**H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)**

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application (ORCA) website on TBD Mountain Time, and are hereby incorporated by reference.

**H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005) (TAILORED)**

In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(b) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.  
*Applies to Cost CLIN(s) only.*

**H006 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005)**

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;

(6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

#### **H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005) (TAILORED)**

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

#### **H008 INFORMATION TECHNOLOGY EQUIPMENT USE (FEB 2005)**

(a) The contractor is not authorized to acquire any information technology equipment, real or personal property, or data at the Government's expense, under this contract, without the prior written approval of the Contracting Officer. The Government will allow for access to its computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the Contractor).

(b) Requirements for information technology equipment which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. If Contracting Officer consent is required, the Contractor shall furnish to the Contracting Officer information concerning the need for and selection of such information technology equipment, including the specific make and model; and the lease-versus-purchase determination.

#### **H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)**

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

*Applies to Firm-Fixed-Price CLIN(s) only.*

#### **H012 CONFIDENTIALITY OF INFORMATION (FEB 2005)**

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities that is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

- (1) Information or data that is in the public domain at the time of receipt by the Contractor;
- (2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;
- (3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or
- (4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will



not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

#### **H014 ORDERING PROCEDURE (FEB 2005) (TAILORED)**

Performance under this contract shall be subject to the following ordering procedure:

(a) The contractor shall incur costs under this contract only in the performance of task orders and revisions to task orders, and Hearing or Psychiatrist work requests and revisions to Hearing or Psychiatrist work requests issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer unless addressed elsewhere in the contract.

(b) During the period of performance of this contract, task orders will be issued in writing by the Contracting Officer designating:

- (1) the overall period of performance;
- (2) authorized travel;
- (3) total estimated cost of the task order;

(c) Work will be performed under each task order only in pursuance of Hearing or Psychiatrist work requests approved in writing by the Contracting Officer's Representative(s) (COR) using a Hearing or Psychiatrist Work Request Form, Attachment 3, Section J).

(d) The applicable COR will receive Hearing or Psychiatrist work requests from the security specialists, which will be signed and forwarded to the contractor. All task orders and Hearing or Psychiatrist work requests issued under this contract shall be subject to the following:

(1) A contractor may be given direction only through an approved Hearing or Psychiatrist work request issued under a task order against this contract.

(2) A Hearing or Psychiatrist work request is issued to provide further definition to an already existing administrative or technical requirement described in general terms in the task order and contract. Each task order and Hearing or Psychiatrist work request must be clearly within the scope of the contract. A task order or Hearing or Psychiatrist work request cannot change the scope nor any other conditions specified in the contract. Required efforts determined to be beyond the scope of the contract must be obtained by separate contract or by supplemental agreement issued by the NNSA Contracting Officer.

(3) Changes to requirements that are within the scope of an approved Hearing or Psychiatrist work request or that are clearly not severable from the individual Hearing or Psychiatrist work request will be incorporated by modification to the Hearing or Psychiatrist work request. All others require submission of a new Hearing or Psychiatrist work request.

(4) Hearing or Psychiatrist work request modifications will be prepared and processed in the same manner as the basic Hearing or Psychiatrist work requests.

(5) The contractor shall maintain a current list or log of all task orders and subsequent Hearing or Psychiatrist work requests. The COR will also maintain a current list of all task orders and subsequent Hearing or Psychiatrist work requests and implement internal management procedures

appropriate to the contract to maintain cognizance of the resources, technical status, and schedules for Hearing or Psychiatrist work requests by task order and for the total contract.

(e) All Hearing or Psychiatrist work requests issued under each task order and this contract shall be prepared as follows:

(1) The COR will determine the effort to be performed and the period of performance.

(2) The Hearing or Psychiatrist Work Request Form, when signed by the COR, authorizes the contractor to proceed with the Hearing or Psychiatrist work request.

(f) The Contractor is not authorized to perform task orders or Hearing or Psychiatrist work requests which are not in compliance with other clauses of the contract.

(g) Upon completion of each Hearing or Psychiatrist work request, the Contractor shall provide total expenditure of hours, dollars, etc, to close out each Hearing or Psychiatrist work request. All Hearing or Psychiatrist work requests shall be reconciled against the task order they are issued under *Applies to Cost CLIN(s) only.*

#### **H015 RELEASE OF INFORMATION (FEB 2005)**

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

#### **H016 KEY PERSONNEL (FEB 2005) (TAILORED)**

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel with this contract will be limited to individuals that were specifically identified in the Contractor's accepted proposal. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these key personnel. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

#### **H017 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (FEB 2005) (TAILORED)**

During contract performance, the Government will furnish the Contractor a computer certified for classified use and appropriate secure facilities at the NNSA SC complex located in Albuquerque, NM as appropriate for approximately (to be determined for each Task Order) individual(s) on an as-required basis as stated in Section 4.2 of the Statement of Work, Attachment 1.

#### **H020 COMPUTER SYSTEMS SECURITY (FEB 2005)**

(a) The Contractor agrees to comply with the NNSA/DOE directives DOE O 471.2A and DOE M 471.2-2 and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

**H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (NOV 2006)**

The contractor is required to comply with the following in accordance with DOE O 221.1, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2, Cooperation with the Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE IG hotline telephone number is 202-586-4073.

**H023 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (FEB 2005)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

**H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005)**

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

**H033 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006) (JAN 2006)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H036 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (FEB 2005)**

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as an 'alien'. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

#### **H039 VIOLENCE IN THE WORKPLACE (FEB 2005)**

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

#### **H044 INDEFINITE QUANTITY (MAY 2006) (TAILORED)**

In accordance with FAR 52.216-22, the maximum dollar amount the Government may order under this contract is \$TBD for the basic and option period; the guaranteed minimum amount is 1% of the ceiling amount of the basic period and exercised option.

#### **H049 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2007)**

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the contractor shall use the DOE FOCI electronic submission system located at <https://foci.td.anl.gov/>.

(b) New users, when registering to update information under this contract, should select "NNSA Service Center Procurement/Purchasing" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; therefore a signed original SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer.

#### **H098 TASK ORDER DEFINITIZATION (SEP 2006)**

##### **1. Not-To-Exceed (NTE) Task Orders:**

The Task Orders issued under this contract will be Not-To-Exceed (NTE) Task Orders which will be definitized by modification to establish a firm fixed price for the support ordered. The contractor agrees that the NTE amount is the maximum amount for which the Government shall be liable under each task order.

##### **2. Definitization of NTE Task Orders:**

The contractor shall furnish services in accordance with the Task Orders issued under this contract at the NTE amounts stated therein. After receipt of final invoice for each task order, a modification will be issued to definitize the task order and deobligate any unused funds, as necessary.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-02	SECURITY REQUIREMENTS (DEVIATION) (MAY 2002)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.204-09	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.216-11	COST CONTRACT -- NO FEE (APR 1984) <i>Applies to Cost CLIN(s) only.</i>
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'the effective Date of Award (DOA)' Para (a), Issued through date is '12 months from effective DOA. In the event Option 1 is exercised, orders may be issued for an additional 48 months (effective from the 13th month from effective DOA through the 60th month.'
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '60 Days'
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Para (a), Period of time '15 days prior to contract expiration' Para (a), 60 or as appropriate '30 days prior to its expiration' Para (c), Number of Months/Years. 'five years'
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00' <i>Applies to Cost CLIN(s) only.</i>
52.222-03	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)

- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE  
ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- 52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-02 PRIVACY ACT (APR 1984)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT  
INFRINGEMENT (AUG 1996)
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR  
2003)  
Para (c), Agency name 'DOE/NNSA'  
Para (g), Agency name 'DOE/NNSA'  
Para (g), Agency name 'DOE/NNSA'  
Para (g), Agency name 'DOE/NNSA'  
*Applies to Cost CLIN(s) only.*
- 52.232-01 PAYMENTS (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.232-11 EXTRAS (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.232-17 INTEREST (JUN 1996)
- 52.232-20 LIMITATION OF COST (APR 1984)  
*Applies to Cost CLIN(s) only.*
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR  
REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)  
*Applies to Cost CLIN(s) only.*
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION  
(APR 1984)
- 52.237-07 INDEMINIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)  
Para (a), Dollar value is 'TBD'
- 52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)  
*Applies to Cost CLIN(s) only.*
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
*Applies to Cost CLIN(s) only.*
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)  
*Applies to Cost CLIN(s) only.*
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)  
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'  
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'

- 52.244-02 SUBCONTRACTS (JUN 2007)  
Para (d), approval required on subcontracts to: 'None.'  
Para (j), Insert subcontracts evaluated during negotiations. 'None'  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
- 52.245-09 USE AND CHARGES (JUN 2007)  
*Applies to Cost CLIN(s) only.*
- 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)  
*Applies to Cost CLIN(s) only.*
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s) only.*
- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

## **B. OTHER CONTRACT CLAUSES**

- 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
- 952.208-70 PRINTING (APR 1984)
- 952.215-70 KEY PERSONNEL (DEC 2000)
- 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
- 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
- 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
- 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
- 952.242-70 TECHNICAL DIRECTION (DEC 2000)
- 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)  
*Applies to Cost CLIN(s) only.*

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

## **A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

### **52.202-01 DEFINITIONS (DEVIATION) (JUL 2004)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or



(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

**52.216-07 ALLOWABLE COST AND PAYMENT (AS MODIFIED BY DEAR 952.216-7 ALTERNATE II FOR COMMERCIAL BUSINESS) (DEC 2002)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract,

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.  
*Applies to Cost CLIN(s) only.*

#### **52.216-19 ORDER LIMITATIONS (OCT 1995) (TAILORED)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than TBD [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of TBD [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of TBD [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 2 (insert number of days) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 (insert number of days) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall

include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting

requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov> <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=http://www.olms.dol.gov>>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A  
WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefits
Psychiatrist/Psychologist	

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES**

**952.204-02 SECURITY (DEVIATION) (MAY 2002)**

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE as incorporated into the contract.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.



DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	8	18 JAN 2007	STATEMENT OF WORK (SOW) FOR PSYCHOLOGICAL ASSESSMENT SERVICES IN SUPPORT OF THE DEPARTMENT OF ENERGY, NATIONAL NUCLEAR SECURITY ADMINISTRATION (DOE/NNSA) PERSONNEL SECURITY DEPARTMENT (PSD)
ATTACHMENT 2	2	18 JAN 2007	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 3	2	21 SEP 2006	HEARING AND PSYCHIATRIST WORK REQUEST FORMS

**STATEMENT OF WORK (SOW)**

**FOR**

**PSYCHOLOGICAL ASSESSMENT SERVICES**

**IN SUPPORT OF THE**

**DEPARTMENT OF ENERGY**

**NATIONAL NUCLEAR SECURITY ADMINISTRATION (DOE/NNSA)**

**PERSONNEL SECURITY DEPARTMENT (PSD)**

**January 18 2007**

## **1.0 OBJECTIVE**

The objective of this Statement of Work (SOW) is to obtain psychological assessment services and testimony at administrative review hearings as requested by the Department of Energy, National Nuclear Security Administration, (DOE/NNSA), Personnel Security Department (PSD). PSD requires agency sponsored psychological assessments in accordance with Title 10 Code of Federal Regulations (CFR), Part 710, entitled, Criteria and Procedures for Determining Eligibility for Access to Classified Matter or Special Nuclear Material. The psychiatrist's or psychologist's services include, but are not limited to, a clinical evaluation or assessment, written opinion, and formal testimony and are fundamental factors used by PSD in determining an individual's eligibility for a DOE/NNSA access authorization [hereinafter referred to as a "security clearance"].

## **2.0 SCOPE**

2.1 The contractor, a board-certified psychiatrist or licensed clinical psychologist, shall support PSD by reviewing a Subject's Personnel Security File (PSF) and if warranted, conduct a clinical evaluation. The PSF will contain background investigative reports and case evaluations prepared by PSD analysts as well as clearance processing documents. Some PSF's may also contain medical, financial and/or law enforcement records obtained through a release authorization signed by the Subject. The scope of work shall include, but is not limited to the following actions. The psychiatrist or clinical psychologist shall:

2.1.1 Review the PSF and, if an evaluation is NOT warranted, a written notification shall be forwarded to the Contracting Officer's Representative (COR), reflecting the professional opinion that resulted from the PSF review.

2.1.2 Review the PSF and, if an evaluation is warranted, conduct a personal clinical psychiatric/psychological evaluation of the individual.

2.1.3 Conduct psychological testing (MMPI, etc.) when warranted.

2.1.4 Request and obtain the approval of the COR for any laboratory testing when, in the opinion of the psychiatrist or psychologist, such testing is necessary to reach a medical opinion.

2.1.5 Provide the COR with a written final report based on the psychiatrist's or clinical psychologist's review. This report shall include the findings from the PSF review, a summary and evaluation of the interview, and any psychological and/or laboratory test results along with analysis of those results. The final report shall include a definitive diagnosis, the psychiatrist's or clinical psychologist's professional opinion regarding any rehabilitation and reformation. In addition, the final report shall respond as necessary to questions posed in COR's request for a clinical review/evaluation.

2.1.5.1 Indicate whether the psychiatric evaluation report can be released directly to the individual. If the report cannot be released directly to the individual, the report shall clearly state under what conditions, if any, the report may be released (for example, the report includes specific medical information that should not be released directly to the Subject without a medical authority being present).

2.1.6 Testify at administrative review hearings as to the clinical evaluation/assessment of the Subject.

2.1.7 Assist the COR in “Special Requests” (identified under technical requirements 3.8).

2.1.8 Participate in PSD-sponsored personnel security training, date and time to be determined and provided by the COR, prior to starting work and periodically thereafter as prescribed by the COR. All assigned psychiatrists or clinical psychologists must be able to obtain and maintain a “Q” access authorization.

### **3.0 TECHNICAL REQUIREMENTS**

3.1 The psychiatrist shall provide the services identified below as requested from DOE/NNSA, through the issuance of Hearing or Psychologist Work Request Forms (Attachment 3), considering Title 10 CFR Part 710 as the criteria the PSD uses to reach a determination regarding a Subject’s eligibility for a security clearance. All services provided by the psychiatrist or clinical psychologist shall be completed no later than ten (10) days after completion of services to be rendered (e.g. clinical evaluation and any other authorized testing), unless otherwise stated elsewhere or as agreed to by the COR.

3.1.1 The clinical evaluation shall include a medical opinion regarding whether or not a Subject has a mental illness or condition, or has been or is currently in treatment for a mental condition, that causes or may cause a significant defect in the Subject’s judgment or reliability as described in 10 CFR 710 (h). Additionally, the clinical evaluation may address other issues that may affect the individual’s judgment and reliability, such as alcohol abuse or dependence as described in 10 CFR 710 (j), or illegal drug use or abuse of legally prescribed drugs as described in 10 CFR 710 (k). The COR may also direct the psychiatrist or clinical psychologist to conduct a clinical evaluation to address specific concerns regarding the Subject’s behavior or conduct as identified in the personnel security file.

3.1.2 Tasks described in Paragraphs 3.2, 3.3, 3.5, 3.6, and 3.7 shall be performed by the same psychiatrist or clinical psychologist. All information pertaining to the Subject, regardless of the type of communication used, shall be protected in accordance with the Privacy Act and the Personally Identifiable Information (PII). Release of the subject’s evaluation shall be processed through COR and not through the typical doctor-to-doctor release.

### **3.2 INITIAL FILE REVIEW**

3.2.1 COR will provide the psychiatrist or clinical psychologist with a duplicate copy of the Subject’s PSF with the request to schedule an evaluation. The request will include those specific questions or concerns that the psychiatrist or clinical psychologist will address in the clinical evaluation of the Subject. Should the psychiatrist determine upon review of the PSF that further evaluation is not warranted, a confirmation letter shall be sent to the COR upon completion of the review but no later than seven (7) days after receipt of the PSF. This written notification shall include the psychiatrist’s or clinical psychologist’s analysis and professional opinion as to why further clinical evaluation of the Subject is unnecessary.

### **3.3 CLINICAL EVALUATION/INTERVIEW**

3.3.1 The clinical evaluation of the Subject shall take place within thirty (30) days of receipt of the PSF unless another date is established by the COR. The clinical evaluation shall take place in the local area. The psychiatrist or clinical psychologist shall determine if any additional testing of the Subject is needed, including any additional psychological or laboratory testing. If additional testing is required, the psychiatrist or clinical psychologist shall submit a written request to the COR that includes a description of the additional testing to be conducted and a justification for the additional test(s). The COR will provide written or email approval for the additional testing. After receiving approval, the psychiatrist shall make the necessary arrangements for such testing within three (3) days, whenever possible. The exception shall be testing for alcohol or drug use, which in the opinion of the psychiatrist or clinical psychologist are necessary to confirm or rule out alcohol or drug use/abuse, and where time is of the essence for valid test results (refer to Paragraph 3.5).

3.3.2 If the Subject fails to cooperate in any part of the psychiatrist's or clinical psychologist's evaluation, the psychiatrist or psychologist shall notify the COR within one (1) hour by telephone of the non-cooperation. The psychiatrist or clinical psychologist also shall provide the COR written correspondence to document the basis for the Subject's lack of cooperation within three (3) days of the verbal notification of non-cooperation.

3.3.3 Following the completion of the evaluation, to include any testing by the psychiatrist or clinical psychologist, a final report shall be provided to the COR within 10 working days of the evaluation. The report shall include a complete assessment, professional opinion, and definitive diagnosis. The report shall also address whether the Subject has a mental illness or condition that causes or may cause a significant defect in judgment or reliability in accordance with Title 10 CFR Part 710. When appropriate, the report shall address any pertinent questions relating to alcohol and/or illegal drugs or any other questions submitted by the COR. When appropriate, the report shall also address the psychiatrist's or clinical psychologist's opinion pertaining to the absence or presence of evidence of rehabilitation and reformation. **The psychiatrist or clinical psychologist shall not provide an opinion regarding whether the Subject should or should not maintain a security clearance or make reference to security concerns about the Subject.**

### **3.4 PSYCHOLOGICAL TESTING**

3.4.1 If necessary, psychological testing (MMPI, PF16, etc.) shall be performed by a licensed clinical psychologist or by the psychiatrist. Psychological testing shall take place in the local area. Results from any psychological tests performed or administered by a clinical psychologist other than the psychiatrist or clinical psychologist that requested them shall be provided only to the psychiatrist or clinical psychologist performing the clinical evaluation. The psychiatrist or clinical psychologist shall review all of the test results (including any tests performed by the psychologist) in making a clinical assessment of the Subject in relation to the criteria described in 10 CFR Part 710 and as requested by the COR.

3.4.2 Upon request from the COR, the psychiatrist or clinical psychologist shall also provide written clarification pertaining to the clinical evaluation. This clarification shall be provided to the COR no later than three (3) days after receipt of the request

### **3.5 LABORATORY TESTING**

3.5.1 Laboratory testing, if warranted, shall be performed by a certified laboratory located in the local area. Laboratory testing consists of, but is not limited to, substance abuse (alcohol and/or illegal substances). If laboratory testing cannot be performed within the local area, the psychiatrist shall request prior approval from the COR who authorized the evaluation to perform such tests outside the local area before proceeding with such laboratory testing (example: hair drug tests, etc.). The NNSA will not pay for any laboratory testing done outside the local area unless prior approval was granted by the COR. Should the psychiatrist or clinical psychologist decide to perform laboratory testing outside the local area without prior approval from the COR, the psychiatrist shall bear the costs of such testing.

### **3.6 INTERPRETATION OF RESULTS**

3.6.1 The psychiatrist or clinical psychologist shall interpret and provide a written summary of all test results, including any psychological testing and laboratory testing. Unless otherwise requested by the COR, the psychiatrist or clinical psychologist shall provide the information from the laboratory testing results as part of the assessment in the personal evaluation report.

### **3.7 TESTIFYING AT ADMINISTRATIVE REVIEW HEARINGS**

3.7.1 The psychiatrist or clinical psychologist shall be responsible for testifying at administrative review hearings as requested by the COR. This may include working with DOE/NNSA Office of Chief Counsel to prepare for the hearing, and may also include pre-hearing depositions, reviews or discussions. The psychiatrist's or clinical psychologist's ability to provide expert testimony as to the Subject's mental health, judgment and reliability is essential to the DOE/NNSA's ability to defend their position as to whether or not the Subject is eligible for (continued) access to classified matter or special nuclear material.

3.7.2 The psychiatrist or clinical psychologist shall testify as the professional medical authority on occasions when expert testimony is deemed necessary to interpret psychiatric documentation previously provided to the COR, and the original medical professional is unavailable to testify at an administrative review hearing.

### **3.8 SPECIAL REQUESTS**

3.8.1 Special circumstances may arise whereby support from the psychiatrist or clinical psychologist will be requested by the COR. Such circumstances can be, but are not limited to, accompanying the COR when delivering the results of the evaluation to the Subject. Such a request could occur when the psychiatrist or clinical psychologist has notified the COR that the medical assessment contains sensitive information which should only be communicated to the Subject in the presence of the psychiatrist or clinical psychologist.

3.8.2 Special circumstances may arise whereby the PSD may utilize the expertise of the psychiatrist or clinical psychologist. The COR may request that the psychiatrist or clinical psychologist provide training to the PSD staff regarding issues involving a mental illness, emotional condition, or unusual or aberrant behavior or conduct. The psychiatrist's or clinical psychologist's support may also be requested in providing training/assistance to other psychiatrists or clinical

psychologists in regard to performing assessments/evaluations in accordance with Title 10 CFR Part 710 in support of PSD. This may include the completion of training materials to be used by the PSD staff or other contracted psychiatrists or clinical psychologists as appropriate. The psychiatrist or clinical psychologist shall attend designated personnel security training as sponsored by DOE/NNSA, date and time to be determined and provided by the COR.

Because of the psychiatrist's or clinical psychologist's expertise in the mental/emotional field, the COR may also request the psychiatrist's or clinical psychologist's expert assistance as consultants to identify qualified providers capable of conducting clinical psychiatric/psychological evaluations in support of PSD.

3.8.3 Each special request will be compensated on a situational basis at hourly rates equal to those approved in relation to the price associated with costs for testifying at an administrative review hearing.

#### **4.0 GENERAL INFORMATION**

4.1 Location of Work: The primary place of performance shall be located in Las Vegas, NV. The psychiatrist or clinical psychologist shall provide psychological assessment services from their office location in the Las Vegas, NV local area, and shall be available to travel for administrative hearings held at Las Vegas, NV. Travel expenses within the Las Vegas, NV commuting distance shall not be the responsibility of the Government. However, any travel beyond the Las Vegas, NV commuting distance may be reimbursed at cost in accordance with Federal Travel Regulations (FTR). If travel is necessary the COR will notify the psychiatrist. The psychiatrist shall not travel without prior written approval from the COR. Classified information shall be processed by the Contractor at the DOE/NNSA Nevada Site Office complex located in Las Vegas, NV.

4.2 Government Furnished Property and Facilities: The Government will provide a computer certified for classified use and appropriate secure facilities at the DOE/NNSA Nevada Site Office as appropriate, for processing classified work in accordance with NNSA standards, local security regulations and rules of conduct.

#### **5.0 APPLICABLE DOCUMENTS**

The contractor shall adhere to the following documents as related to the activities defined in with paragraph 3.0, Technical Requirements:

<b>Document Type</b>	<b>No./Version</b>	<b>Title</b>	<b>Attachment number</b>	<b>Date</b>
Regulatory	National Institute of Standards and Technology (NIST) Special Publication 800-88	Guidelines for Media Storage		2/2006
Regulatory	DOE O 470.4	Safeguards and Security Program		8/26/2005

Regulatory	DOE M 470.4-1	Safeguards and Security Program Planning and Management		8/26/2005
Regulatory	DOE M 470.4-4	Information Security		8/26/2005
Regulatory	DOE M 470.4-5	Personnel Security		8/26/2005
Regulatory	DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information		6/30/2000
Regulatory	DOE M 471.1-1	Identification and Protection of Unclassified Controlled Nuclear Information Manual		10/23/2001
Regulatory	DOE O 471.3	Identifying and Protecting Official Use Only Information		4/9/2003
Regulatory	DOE M 471.3-1	Manual for identifying and Protecting Official Use Only Information		4/9/2003
Regulatory	DOE G 471.3-1	Guide for Identifying Official Use Only Information		4/9/2003
Regulatory	OMB Circular A-130 Appendix III	Security of Federal Automation Information Resources		11/2000
Regulatory	10 CFR 1008	Title 10 Code of Federal Regulations (10CFR), Section 1008		1/1/2003
Regulatory	10 CFR 710	Title 10 Code of Federal Regulations		1/1/2006
		PII POLICY MEMORANDUM		8/9/2006

DOE Orders, Guides, and Manuals are subject to change in numbering scheme, content, etc. The Contractor shall adhere to the provisions of the most current revisions to all documents cited herein. The DOE regulatory documents may be found at <http://www.directives.doe.gov>.

## **6.0 DELIVERABLES**

The contractor shall provide deliverables IAW the Statement of Work and the Reporting Requirements Checklist, Attachment 2. The contractor shall provide the following deliverables:

The contractor also shall comply with the following requirements:

6.1 A confirmation letter of results of PSF review is required no later than seven (7) days after review of the file if no personal evaluation of the Subject is needed. If a personal evaluation is warranted, the psychiatrist shall notify the COR by telephone within three (3) days of review of the file. (reference section 3.2.1)



6.2 When the personal evaluation is warranted, the evaluation shall be completed within thirty (30) days after receipt of the initial notification from COR of request for service. (reference section 3.3)

6.3 Verbal notification of non-cooperation by the Subject shall be reported to the COR who approved the request for the evaluation within one hour of the non-cooperation. Written documentation of the non-cooperation shall be submitted to the COR no later than three (3) days after the verbal notification. (reference section 3.3.2)

6.4 A final report is required no later than ten (10) days after completion of the Subjects' evaluation. The final report shall be a typed report, single-spaced, on a standard 8 ½ x 11 paper. (reference section 2.1.5, 3.3.3, and 3.6.1)

6.5 Clarifications to the psychiatrist's report shall be provided in writing no later than three (3) days after the request from the COR. (reference section 3.4.2)

## **7.0 DEFINITIONS**

For purposes of this SOW, the following definitions apply:

7.1 Certified Laboratory - a testing laboratory which has been certified by the College of American Pathologists (CAP) and the Clinical Laboratory Improvement Amendment (CLIA).

7.2 Contracting Officer Representative (COR) – Person who has technical oversight of contract.

7.3 Days - Are work days unless otherwise specified.

7.4 Final report - A written medical assessment regarding the Subject's mental condition in relation to criteria set forth in Title 10 CFR Part 710.

7.5 If warranted - As determined by the psychiatrist based on his/her expertise and knowledge of the case.

7.6 Illegal drug - A controlled substance, as specified in Schedules I through V of the Controlled Substances Act, 21 U.S.C. 811 and 812. The term "illegal drug" does not apply to the use of a controlled substance in accordance with terms of a valid prescription, or uses authorized by law.

7.7 NNSA/PSD - National Nuclear Security Administration/ Personnel Security Department personnel identified as having the authority to refer personnel security cases or otherwise direct the technical program activity of the contract psychiatrist/psychologist.

7.8 Psychiatrist - A board-certified psychiatrist.

7.9 Psychologist - A licensed clinical psychologist.

7.10 Subject - A Government employee or contractor employee identified by PSD who is either: (1) an applicant for a security clearance, or (2) a clearance holder whose background has to be reviewed and evaluated by PSD to determine clearance eligibility.

U.S. DEPARTMENT OF ENERGY  
NATIONAL NUCLEAR SECURITY ADMINISTRATION

REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE

Psychological Assessment Services in Support of the  
Department of Energy, National Nuclear Security  
Administration, Personnel Security Department

2. IDENTIFICATION NUMBER

DE-RP52-07NA27648

3. PARTICIPANT NAME AND ADDRESS

To be completed upon award

4. PLANNING AND REPORTING REQUIREMENTS

Frequency

A. General Management

- ☐ Management Plan (requires COR approval)  
☐ Status Report  
☐ Summary Report

B. Schedule/Labor/Cost

- ☐ Milestone Schedule/Plan  
☐ Labor Plan  
☐ Facilities Capital Cost of Money Factors Comp.  
☐ Contract Facilities Capital and Cost of Money  
☐ Cost Plan  
☐ Milestone Schedule/Status  
☐ Labor Management Report  
☐ Cost Management Report

C. Exception Reports

- ☐ Conference Record  
☐ Hot Line Report

D. Performance Measurement

- ☐ Management Control System Description  
☐ WBS Dictionary  
  
☐ Index  
☐ Element Definition  
  
☐ Cost Performance Reports  
  
☐ Format 1 - WBS  
☐ Format 2 - Function  
☐ Format 3 - Baseline

E. Financial Incentives

Frequency

- ☐ Statement of Income and Expenses  
  
☐ Balance Sheet  
☐ Cash Flow Statement  
☐ Statement of Changes in Financial Position  
  
☐ Loan Drawdown Report  
☐ Operating Budget  
☐ Supplementary Information

F. Technical

- ☐ Notice of Energy R&D Project  
(Required with any of the following)  
☐ Technical Progress Report (Annual Accomplishment  
Report)  
☐ Draft for Review  
☐ Final for Approval  
  
☐ Topical Report  
☐ Final Technical Report  
  
☐ Draft for Review  
☐ Final for Approval  
  
☐ Software  
☐ Other (Specify):

G. Environment, Safety & Health

- ☐ (Specify)

5. FREQUENCY CODES

A - As Required

BM — Bi-Monthly

S - Semi-Annually

C - Change to Contractual Agreement

M - Monthly

X - With Proposal/Bid/Application or with Significant Changes

F - Final (end of effort)

O - Once After Award

Y - Yearly or Upon Renewal of Contractual Agreement/Revision of  
Task Assignment

D — Daily

Q - Quarterly

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

- ☒ Report Distribution List/Addresses  
☐ Reporting Elements  
☐ Due Dates within 20 days after reporting period unless noted  
  
☐ Analysis Thresholds  
☐ Work Breakdown Structure  
☒ Other (See attached)

7. PREPARED BY

8. REVIEWED BY

(Signature)

(Date)

(Signature)

(Date)

## 6. SPECIAL INSTRUCTIONS (Attachments)

### Report Distribution List

<u>Report/Plan</u>	<u>Form No. (if any)</u>	<u>Frequency</u>	<u>Copies</u>	<u>Address</u>
Confirmation Letter of Results of PSF Review (Reference Section 6.1 of the SOW)		A	1	A
Report of Non-Cooperation by the Subject				
Verbal Notification		A	1	A
Written Report		A	1	A
(Reference Section 6.3 of the SOW)				
Final Report (Reference Section 6.4 of the SOW)		A	1	A
Clarifications Report (Reference Section 6.5 of the SOW)		A	1	A

As required (A) frequency is applicable to each Psychological Assessment. As required reports shall be delivered in accordance with Section 6.0 of the Statement of Work.

### List of Addresses

- A. U.S. Department of Energy  
NNSA Service Center/PSD  
Attn: Gloria Medina  
P.O. Box 5400  
Albuquerque, NM 87185-5400

# Hearing Work Request (Revised 9/21/06)

Date Submitted:											
Location:		Task Order Number:									
DOE Number:											
Subject's Name:											
		COR Approval:									
Subject's Employer:		<i>(Signature Required)</i>									
Analyst's Name:											
<small>(Last name      First name)</small>											
Analyst Tel. #:											
<b>Activity</b>		<b>Hearing Site:</b>	<b>Hearing Date:</b>								
<small>Other</small>		<b>Psychiatrists</b>	<b>Court Reporters</b>								
AR											
		<b>Call Number:</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>									
		<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>B&amp;R CODES</b></td> <td style="width: 50%;"> <input type="checkbox"/> PS 020 5010      (FEDERAL SITES)  <input type="checkbox"/> FS 200 6000      (M &amp; O Contractors)             </td> </tr> </table>		<b>B&amp;R CODES</b>	<input type="checkbox"/> PS 020 5010      (FEDERAL SITES) <input type="checkbox"/> FS 200 6000      (M & O Contractors)						
<b>B&amp;R CODES</b>	<input type="checkbox"/> PS 020 5010      (FEDERAL SITES) <input type="checkbox"/> FS 200 6000      (M & O Contractors)										
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">                 Visa Card <input type="checkbox"/>                  Check <input type="checkbox"/>                  Pre-Payment <input type="checkbox"/> </td> <td style="width: 50%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Estimated Work Hours/ Costs</td> <td style="width: 20%;"></td> </tr> <tr> <td>Estimated Travel Costs</td> <td></td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: center;"><b>\$0.00</b></td> </tr> </table> </td> </tr> </table>		Visa Card <input type="checkbox"/> Check <input type="checkbox"/> Pre-Payment <input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Estimated Work Hours/ Costs</td> <td style="width: 20%;"></td> </tr> <tr> <td>Estimated Travel Costs</td> <td></td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: center;"><b>\$0.00</b></td> </tr> </table>	Estimated Work Hours/ Costs		Estimated Travel Costs		<b>TOTAL</b>	<b>\$0.00</b>		
Visa Card <input type="checkbox"/> Check <input type="checkbox"/> Pre-Payment <input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Estimated Work Hours/ Costs</td> <td style="width: 20%;"></td> </tr> <tr> <td>Estimated Travel Costs</td> <td></td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: center;"><b>\$0.00</b></td> </tr> </table>	Estimated Work Hours/ Costs		Estimated Travel Costs		<b>TOTAL</b>	<b>\$0.00</b>				
Estimated Work Hours/ Costs											
Estimated Travel Costs											
<b>TOTAL</b>	<b>\$0.00</b>										
Vendor Name:											
Vendor Address:											
Vendor Phone:											

Psychiatrist Work Request (Revised 9/21/06)			
Date Submitted:			
Location:		Task Order Number:	
DOE Number:			
Subject's Name:			
		COR Approval:	
Subject's Employer:		(Signature Required)	
Analyst's Name:			
(Last name First name)			
Analyst Tel. #:			
Federal Approval:			
(Signature Required from PSD Security Review Division)			
Activity		Psych Eval. Site:	Eval. Date:
		Psychiatrist	
		Call Number:	
B&R CODES	<input type="checkbox"/> PS 020 5010 <input type="checkbox"/> FS 200 6000	(FEDERAL SITES) (M & O Contractors)	

I. **NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS  
(DEC 2001)

II. **NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 621112.

(2) The small business size standard is \$9.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
------------	-------	------	--------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**K001 SIGNATURE/CERTIFICATION (FEB 2005)**

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

\_\_\_\_\_  
Typed Name and Title of the Officer or Employee  
Responsible for the Offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Solicitation Number

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) -  
ALTERNATE I (OCT 1997)  
52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

**B. OTHER SOLICITATION PROVISIONS**

952.204-73 FACILITY CLEARANCE (MAY 2002)  
952.233-04 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.216-01 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

**52.233-02 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kim Gallegos, United States Department of Energy, NNSA Service Center/OBS, PO Box 5400, Albuquerque, NM 87185-5400..

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

**B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS**

**952.233-02 SERVICE OF PROTEST (MAR 2002)**

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:



(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

**C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**L001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (FEB 2005) (TAILORED)**

**(a) GENERAL INSTRUCTIONS**

**(1) Supplemental Solicitation Definitions.**

"Electronic signature" or "signature" means a method of signing an electronic message that-

(i) Identifies and authenticates a particular person as the source of the electronic message; and

(ii) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the National Nuclear Security Administration conducts electronic business.

"Offeror" means offeror or proposer (may include but is not limited to sole proprietor contractors)

"Proposal" means the electronic proposal submitted via IIPS.

(2) Solicitation Questions/Comments and Proposal Response (Submission) Information. Reference the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>.

**(3) Overall Arrangement of Proposal.**

Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. Proposal files are to be formatted in the following applications: Adobe Acrobat 5.0 (PDF) or higher, Word 2000 or higher, Excel 2000 or higher, or PowerPoint 2000 or higher.

(i) The overall proposal shall consist of three volumes. Each volume must be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the volume to which it relates. References to another part, or section, of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed only in Volume III, Cost Proposal, unless otherwise specified. Page limitations if any, for each volume are specified below. The proposal shall be submitted as follows:

Electronic Files To Be Submitted As Follows

Proposal Volume/Title

Volume I: Offer & Other Documents (Unlimited Page Limit)

Volume II: Technical Proposal: (Page Limit as As specified in L003)

Volume III: Cost Proposal: (Unlimited Page Limit)

(ii) Each volume designated above, is to be submitted individually according to the instructions detailed in the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. Subcontractors submitting proprietary information may register in IIPS and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(iii) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the forms (e.g., Standard Form 26 or 33). Offerors are advised that the submission of proposals in an electronic format via IIPS is required.

(4) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(5) Page Description.

(i) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (ii) below can be used for this information, however, other text reductions are unacceptable.

(ii) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(iii) Proposals will only be read and evaluated up to the page limitations, if any. Page counting will begin with the first page of each volume of the proposal. No material may be incorporated by reference as a means to circumvent the page limitation.

(6) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(7) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(8) Point of Contact. The Contracting Officer (CO) and the Contract Specialist identified in clause G-1 are the sole points of contact during the conduct of this procurement.

(9) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and

to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.

(10) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.

(11) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

(12) Alternate Proposals. Alternate proposals will not be accepted.

(13) Teaming Arrangements. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror team to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each team member's role and responsibilities in this effort.

(14) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available:

(i) as an alternative to consideration by the Contracting Officer of a protest or;

(ii) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

**L002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS (FEB 2005) (TAILORED)**

(a) General: Volume I, Offer and Other Documents, consists of the following documentation.

Standard Form (SF) 33, Solicitation, Offer, and Award  
Representations and Certifications  
Exceptions and Deviations Taken in Other Volumes  
Additional Information

(b) Content.

(1) Standard Form 33 (SF33), Solicitation, Offer, and Award. The Standard Form 33 shall be fully executed by an authorized representative of the offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.

(2) Representations and Certifications. Representations, certifications, and other statements of offerors (Part IV--Section K of the solicitation), shall be fully executed by an authorized representative of the offeror to include the following:

Authorized Signature/Certification and validation of electronic submission of representations via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov> (Ref. 52.204-8 and K001).

Acknowledge submission of most recent VETS-100 Report, [www.vets100.com](http://www.vets100.com), per FAR 52.222-35 (This clause is in Section I) and 52.222-38 (This provision is in Section K)

(3) Offerors are reminded that this is a competitive acquisition and any proposed exceptions or deviations to the requirements as stated in this solicitation may be cause for the Government to make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitations. Provide a statement that the Government's proposed terms and conditions contained in this solicitation are acceptable.

(4) Additional Information:

Provide DUNS and CAGE of the Offeror, and acknowledge that your company's data at the Central Contractor Registration website is current per FAR Clause 52.204-7, Central Contractor Registration (This clause is in Section I).

Submit signed original SF 328 and copy of electronic FOCI package submitted prior to proposal due date as required. Unless the offeror officially represents itself as an individual organized as a sole proprietor that is NOT doing business in the name of a legal entity (i.e., "John Smith, dba ABC Company), the Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the DOE FOCI electronic submission system located at <<https://foci.td.anl.gov>>. Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Electronic signatures are not accepted; therefore, a signed original SF 328, "Certificate Pertaining to Foreign Interests," executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer.

Provide response and signature to letter with subject "Access to Proprietary Information by NNSA Support Services Contractors" provided as Attachment F in Section L.

**L003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (FEB 2005) (TAILORED)**

(a) General: Volume II consists of the Offeror's discussion addressing the Technical aspects of this procurement, the Offeror's capabilities, and what the Offeror will do to satisfy the requirements of the solicitation. This volume contains Criteria 1 through 4. In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal. If estimated labor hours will provide clarity, they shall be quoted in labor hours only, with no indication as to the cost of these labor hours in this volume. The Volume 2, Technical Proposal, consists of all information and material submitted in accordance with the following instructions, which will be evaluated under the Criteria listed in Section M.

(b) Content. The Offeror shall complete the cross-reference matrix provided as attachment E in Section L and correlate the proposal by page and paragraph number to the Performance Work Statement (PWS), Part IV, Section L and Section M. The Cross-reference matrix shall be inserted in the offeror's proposal immediately following the Table of Contents for Volume II. The Offeror shall provide the following information after the cross-reference matrix for the Technical portion of the proposal.

1. **CRITERION 1: CREDENTIALS.** The offeror shall identify the names of the psychiatrist(s)/psychologist(s) proposed as key personnel. For each Board Certified Psychiatrist proposed, provide copy of individuals "American Board of Psychiatry & Neurology Certificate" and a copy of the State of Nevada Licensure. For each Licensed Clinical Psychologist proposed, include copy of individuals Doctoral Level Diploma and a copy of the State of Nevada Licensure. There is no page limit for submission of this criterion.

2. **CRITERION 2: EXPERIENCE.** The offeror shall submit one resume for each proposed Key Person identified to be designated to the contract under Criterion 1, Credentials. The submission for this factor may not exceed 7 pages per individual. The resumes must clearly describe the individual's education (level, major, and year degree received), the relevant experience within the recent past (within the past five years) that is similar to this requirement in scope and magnitude. The format for submission of

resumes is provided as attachment A in Section L. In the event of contract award, these personnel, as identified, must be used during task order performance. A letter of intent, attached to their resume, shall be submitted for those key individuals who are not currently employed by the Offeror. The letter of intent does not count toward the page limitation and must include the following:

(i) Indicate the individual's commitment to work under the resultant contract with an agreed upon salary and benefits package;

(ii) Include the date of availability; and

(iii) be signed by the individual proposed as a key person.

Offerors are advised that the NNSA may contact any or all references in the resumes, as well as third parties.

3. CRITERION 3: WRITING PROFICIENCY. Using the sample scenario provided as attachment B in Section L, each Key Person identified to be designated to the contract under Criterion 1, Credentials, shall prepare a sample written report to the Department of Energy (DOE), National Nuclear Security Administration (NNSA) stating the results of the psychiatric evaluation to be used by DOE/NNSA in making a security determination based on understanding of Subpart A from 10 CFR 710 (Ref. [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=484040029178a7fcef949c60721173fb&tpl=/ecfrbrowse/Title10/10cfr710\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=484040029178a7fcef949c60721173fb&tpl=/ecfrbrowse/Title10/10cfr710_main_02.tpl)).

The submission for this factor may not exceed 7 pages per Key Person.

4. CRITERION 4: PAST PERFORMANCE. The Offeror shall provide a list of all federal, state, and local government and commercial contracts performed within the last five years for work similar in scope to this requirement using the format provided as attachment C in Section L. The list of references is restricted to contracts performed by the unit of the company that is proposing to do the work. In addition, the Offeror shall obtain and provide the same information from any subcontractors, affiliates, or other contractor/teaming arrangements that are proposed as key personnel. The government will use data obtained from the offeror and may additionally use data obtained from other sources.

#### **L004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (FEB 2005) (TAILORED)**

##### **(a) Information Other Than Cost and Pricing Data**

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, a limited amount of information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine cost or price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data.

##### **(b) Narrative Support**

The Offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs. Offerors may use their own format for this purpose.

##### **(c) Submission Format**

Proposal Cover Sheet: Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

(1) Company name, division, address, telephone number, and e-mail address.

- (2) The name, telephone number, and e-mail address of a primary point of contact.
- (3) The proposal number, date, and expiration date.
- (4) A brief description of the product and/or service being provided and the place of performance.
- (5) Name, title and signature of person authorized to commit the firm.
- (6) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontracts or interorganizational transfers.
- (7) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.
- (8) A statement granting the Contracting Officer the right to examine your books and records.

The Offeror shall complete the Price List For Psychological Assessment Services using the format and estimated quantities provided as attachment D in Section L for the basic period and option period. The estimated quantities are not a representation to the Offeror that the estimated quantities will be required or ordered, or that conditions effecting requirements will remain stable or normal. The categories for each price are listed below:

**Initial File Review:** The Offeror shall provide a price for the initial file review of one file and an explanation of how the price was established.

**Clinical Evaluation/Interview:** The price shall be based on clinical evaluation/interview of an individual, which is inclusive of the final report. The Offeror shall provide a price per exam/report and an explanation of how the price was established.

**Interpretation of Test Results:** Offeror shall provide a price per report for psychological/laboratory testing and an explanation of how the price was established.

**Testifying at Hearings:** The Offeror shall provide an hourly rate and an explanation of how the hourly rate was established to include a breakdown of hourly rate proposed (i.e. base rate, fringe, overhead, G&A, fee/profit, taxes, etc.)

**Special Requests:** The Offeror shall propose an hourly rate and an explanation of how the hourly rate was established to include a breakdown of hourly rate proposed (i.e. base rate, fringe, overhead, G&A, fee/profit, taxes, etc.)

**(d) Cost/Price Reasonableness and Realism**

Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide a complete rationale and summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

**(e) Subcontract Proposal Submission and Analysis**

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Failure to conduct adequate subcontract cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(f) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the government prior to contract award.

(g) All Cost Information must be in the Cost Proposal

Proposed cost information is not to be included in any other proposal part unless specifically requested in this solicitation. The cost proposal shall be sufficiently complete so that cross-referencing to other parts is not necessary. The totals for all schedules must be checked for accuracy. For the purpose of initial evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the proposal schedule as submitted by Offerors:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in additional of lump sum and extended prices will be corrected.

**L009 OFFER SUBMISSION VIA THE INDUSTRY INTERACTIVE PROCUREMENT SYSTEM (IIPS)  
(FEB 2005) (TAILORED)**

Submission of bids/quotes by means other than IIPS is not authorized. Offers must be received through the IIPS web site NO LATER THAN 16:00 MST (insert local time) local time on September 15, 2007 (insert date). See FAR 14.214-7 "Late Submissions, Modifications, and Withdrawals of Bids," for treatment of late bids/quotes. Each offer is to be submitted according to the instructions in the IIPS User's Guide, which is available at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the IIPS User's Guide.

**L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005)**

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is \$9,000,000.00 and the North American Industry Classification System (NAICS) code is 621112.

**L011 THE NNSA MAILING ADDRESS FOR CLASSIFIED MAIL (FEB 2005)**

Classified Mailing Address - Outer Envelope\*

National Nuclear Security Administration  
Service Center  
P.O. Box 5400  
Albuquerque, NM 87185-5400

Federal Express:

National Nuclear Security Administration  
Service Center  
Pennsylvania and H Streets  
Albuquerque, NM 87116

\*NOTE: Please refer to the classified mailing address system for the inner envelope classified mailing address.

**L012 NUMBER OF AWARDS (FEB 2005) (TAILORED)**

It is anticipated that there will be 1 or more (insert number of awards) award(s) resulting from this solicitation. The government reserves the right to make any number of awards, or no award, if it is considered to be in the Government's best interest to do so.

**L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005)**

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

**L017 OFFERORS SEEKING INFORMATION FROM INCUMBENT CONTRACTOR EMPLOYEES (FEB 2005)**

(a) Contacts with the incumbent Contractor employees regarding possible future employment are permitted. However, to avoid disruption of work, such contacts and interviews must take place outside the working hours of such employees and not on the Government site.

(b) When seeking information, recommendations or advice from the incumbent Contractor employees relating to the work called for by this solicitation, the offeror is cautioned to avoid organizational conflicts of interest during such discussions.

**L018 USE OF ADVISORS FOR PROPOSAL EVALUATION (FEB 2005)**

NNSA plans to use non-government personnel to assist in the evaluation of proposals submitted in response to this solicitation. All such personnel will be required to sign agreements regarding the review and protection of confidential and proprietary Contractor information.

**L021 INTERNET SITES (FEB 2005)**

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: [http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open Document](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open+Document)

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>



**L022 SUPPLEMENTAL SOLICITATION DEFINITIONS (FEB 2005)**

"Electronic signature" or "signature" means a method of signing an electronic message that-

- (a) Identifies and authenticates a particular person as the source of the electronic message; and
- (b) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware, and software platform, including the associated databases used by NNSA to conduct electronic business.

"Proposal" means the electronic written bid/quotation or application submitted via IIPS or an authorized alternative in response to this solicitation.

**L024 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2007)**

(a) The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the DOE FOCI electronic submission system located at <https://foci.td.anl.gov/>.

(b) New users to the Electronic FOCI system, when registering to submit FOCI information for this solicitation, should select 'NNSA Service Center Procurement/Purchasing' as the FOCI Office that will review the FOCI Submission. Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission.

(c) Electronic signatures are not accepted; therefore, a signed original SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer.

**L055 LIST OF SECTION L ATTACHMENTS (MAR 2007)**

ATTACHMENT	PGS	TITLE
A	1	RESUME FORMAT
B	1	WRITING PROFICIENCY SAMPLE SCENARIO
C	2	PAST PERFORMANCE INFORMATION FORM
D	2	PRICE LIST FOR PSYCHOLOGICAL ASSESSMENTS
E	1	CROSS REFERENCE MATRIX
F	3	ACCESS TO PROPRIETARY INFORMATION BY NNSA SUPPORT SERVICES CONTRACTORS

**SECTION L  
ATTACHMENT A  
PERSONNEL RESUME FORMAT**

**Name of Individual:**

**Currently Employed By:**

**Number of years as practicing professional in current field:**

**Education:**

**(Include degree(s)/year/specialization and relevant licensures and certifications)**

**Technical Qualifications:**

**(Include area of expertise and special skills such as technical training, professional credentials and publications, and specific educational specialties).**

**Achievements, Special Recognition, and Honors:**

**Experience Summary**

**(A summary of the individual's overall experience and capabilities. Include, as applicable, how experience is similar to type of work required in this RFP).**

**Work Experience: Most recent to earliest:**

**Include the following: (1) Employer Name; (2) Formal Title; (3) Start Date/End Date; (4) Duties, Accomplishments, and Related Skills.**

**Citizenship:**

**Level of DOE Security Clearance:**

**References:**

**(Include name and phone of three business-related references)**

**SECTION L  
ATTACHMENT B  
WRITING PROFICIENCY SAMPLE TASK**

The DOE has requested that you conduct a psychiatric evaluation on the following individual for use in determining his continued eligibility for a security clearance.

**Mr. John Doe is a 45 year old electrical engineer and has worked at Sandia National Labs (SNL) since March 1997 when he was granted a DOE "Q" clearance for his job there. Last month he was taken by his supervisor to the laboratory's medical department after showing up at work with the smell of alcohol on his breath and slurred speech. Mr. Doe tested .10 on the alcohol breathalyzer test given by the medical department and was sent home. The DOE subsequently conducted a security interview which revealed the following:**

**Mr. Doe has had 2 DWI's, one in October 2002 and the other in May 2006, the latter of which he failed to report as required by the DOE. He lost a job in 2001 due to his drinking on the job and his wife has told him that he drinks too much. His consumption of alcohol is 3 to 4 beers in the evening at home after work. He drinks to the point of intoxication almost every weekend when he consumes two or three six packs of beer with friends at home or at a local bar. He has had no counseling or treatment for alcohol-related problems.**

Using the above information, prepare a report to the DOE stating the results of your psychiatric evaluation with Mr. Doe. Subparts A from 10 CFR Part 710 used by DOE in making security determinations shall be used.

**SECTION L  
ATTACHMENT C  
PAST-PERFORMANCE INFORMATION FORM**

1. Complete Name of Customer	
2. Current Customer Address and Telephone Number	
3. Contract Number and Type of Contract	4. Date of Contract Award
5. Date Work Commenced	6. Date Work Ended
7. Initial Contract Price/Cost and Fee	8. Final Amount Invoiced/Amount Invoiced to Date
9a. Technical Point of Contact (include address and telephone number)	9b. Contracting Point of Contact (include address and telephone number)
10a. Activity Title	10b. Identify if the contract received a qualified, disclaimer or adverse audit opinion over the past five years. Provide a copy of the auditor's report.
11. Description of Work	
12. Describe how the work under this contract is related to the experience cited.	
13. Self-Assessment of past performance record. Provide information on any problems encountered and your corrective actions.	
14. Current Status of Contract (Choose One) <input type="checkbox"/> Work Continuing, on Schedule <input type="checkbox"/> Work Continuing, Behind Schedule <input type="checkbox"/> Work Complete, Litigation Pending or Underway <input type="checkbox"/> Work Completed, No Further Action Pending or Underway <input type="checkbox"/> Work Completed, Routine Administrative Action Pending or Underway <input type="checkbox"/> Work Completed, Claims Negotiations Pending or Underway <input type="checkbox"/> Terminated for Convenience <input type="checkbox"/> Terminated for Default <input type="checkbox"/> Other (explain)	

**If more space is needed, please attach additional pages.**

## **Instructions for Completing the Past-Performance Information Form**

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street address, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or ongoing administrative actions, claims negotiations, or litigation.
- Item 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
- Item 8. Insert the final sum of all invoices or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 10a. Describe the Activity Title.
- Item 10b. Identify if the contract received a qualified, disclaimer or adverse audit opinion over the past five years. Provide a copy of the auditor's report.
- Item 11. By year performed, describe the nature and scope of the work as it relates to your proposed role in performing the Performance Work Statement (see Section J Appendix entitled, "Performance Work Statement"). The objective is to for you to explain how the work that you did previously or are currently doing is relevant (similar in nature, size in dollars, and complexity) to the scope of work that is to be performed by you under the Contract Performance Work Statement. Include a crosswalk to the Performance Work Statement elements that you are proposed to perform.
- Item 12. The objective is to for you to explain how the work that you did previously or are currently doing under this contract is related to the experience cited in response to Criteria 4 in Section L003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II, TECHNICAL AND MANAGEMENT INFORMATION. Include a crosswalk to the pages and subsections and/or paragraphs of your Volume II proposal where you cite your experience.
- Item 13. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.
- Item 14. Check appropriate box.

**SECTION L  
ATTACHMENT D  
PRICE LIST**

**NOTE: The estimated quantities are not a representation to the Offeror that the estimated quantities will be required or ordered, or that conditions effecting requirements will remain stable or normal.**

**CLIN 0001 - BASIC PERIOD**

**Effective Date of Award (DOA) through 12 months from effective DOA.**

A. Estimated 30 Initial File Reviews x	\$ _____ per file =	\$ _____
B. Estimated 30 Clinical Evaluation/Interviews x	\$ _____ per exam & =	\$ _____
	report	
C. Estimated 30 Interpretations of Test Results x	\$ _____ per report =	\$ _____
D. Estimated 30 Testifying at hearings x	\$ _____ per hour =	\$ _____
E. Estimated 5 Special Requests x	\$ _____ per hour =	\$ _____

**CLIN 0001 total extended amount proposed (A thru E):** \$ \_\_\_\_\_

**CLIN 0004 - OPTION PERIOD**

**Effective 13 thru 24 months from effective DOA.**

A. Estimated 32 Initial File Reviews x	\$ _____ per file =	\$ _____
B. Estimated 32 Clinical Evaluation/Interviews x	\$ _____ per exam &=	\$ _____
	report	
C. Estimated 32 Interpretations of Test Results x	\$ _____ per report =	\$ _____
D. Estimated 32 Testifying at hearings x	\$ _____ per hour =	\$ _____
E. Estimated 5 Special Requests x	\$ _____ per hour =	\$ _____

**25 thru 36 months from effective DOA:**

F. Estimated 34 Initial File Reviews x	\$ _____ per file =	\$ _____
G. Estimated 34 Clinical Evaluation/Interviews x	\$ _____ per exam &=	\$ _____
	report	
H. Estimated 34 Interpretations of Test Results x	\$ _____ per report =	\$ _____
I. Estimated 34 Testifying at hearings x	\$ _____ per hour =	\$ _____
J. Estimated 5 Special Requests x	\$ _____ per hour =	\$ _____

**CLIN 0004 - OPTION PERIOD (CONTINUED)**

**37 thru 48 months from effective DOA:**

K. Estimated 36 Initial File Reviews x \$\_\_\_\_\_ per file = \$\_\_\_\_\_  
L. Estimated 36 Clinical Evaluation/Interviews x \$\_\_\_\_\_ per exam &= \$\_\_\_\_\_  
report  
M. Estimated 36 Interpretations of Test Results x \$\_\_\_\_\_ per report = \$\_\_\_\_\_  
N. Estimated 36 Testifying at hearings x \$\_\_\_\_\_ per hour = \$\_\_\_\_\_  
O. Estimated 5 Special Requests x \$\_\_\_\_\_ per hour = \$\_\_\_\_\_

**49 thru 60 months from effective DOA**

P. Estimated 40 Initial File Reviews x \$\_\_\_\_\_ per file = \$\_\_\_\_\_  
Q. Estimated 40 Clinical Evaluation/Interviews x \$\_\_\_\_\_ per exam &= \$\_\_\_\_\_  
report  
R. Estimated 40 Interpretations of Test Results x \$\_\_\_\_\_ per report = \$\_\_\_\_\_  
S. Estimated 40 Testifying at hearings x \$\_\_\_\_\_ per hour = \$\_\_\_\_\_  
T. Estimated 5 Special Requests x \$\_\_\_\_\_ per hour = \$\_\_\_\_\_

**CLIN 0004 total extended amount proposed (A thru T): \$\_\_\_\_\_**

**RECAPITULATION:**

1. \$\_\_\_\_\_ TOTAL EXTENDED AMOUNT: CLIN 0001 - BASE PERIOD
2. \$\_\_\_\_\_ TOTAL EXTENDED AMOUNT: CLIN 0004- OPTION PERIOD
3. \$\_\_\_\_\_ TOTAL EXTENDED AMOUNT: BASE BID AND OPTION PERIOD

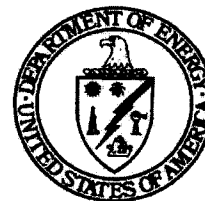
**SECTION L  
ATTACHMENT E  
CROSS REFERENCE MATRIX**

<b>Technical Evaluation Criteria</b>	<b>PWS Section</b>	<b>Section L</b>	<b>Section M</b>	<b>Proposal Reference Vol, Pg, Para</b>
<b>Criterion 1: Credentials</b>	2.1	L003 (b)1	M003 (a)	
<b>Criterion 2: Experience</b>	3.0 3.1.1	L003 (b)2	M003 (b)	
<b>Criterion 3: Writing Proficiency</b>	2.1.5 3.3.3	L003 (b)3	M003 (c)	
<b>Criterion 4: Past Performance</b>	NA	L004 (b)4	M003 (d)	





Department of Energy  
National Nuclear Security Administration  
Service Center  
P. O. Box 5400  
Albuquerque, NM 87185



Dear Offeror:

Subject: Access to Proprietary Information by NNSA Support Services Contractors

Response to this letter is required from: i) NNSA prime contractors, with flow-down to subcontractors.

NNSA uses support services contractors to perform pre- and post-award functions on contracts, grants, cooperative agreements and inter-agency agreements. These support services contractors may therefore require access to the proprietary information of other concerns. To protect other concerns from unauthorized use or disclosure of their proprietary information, NNSA support services contractors and their employees have executed non-disclosure and/or confidentiality agreements with NNSA.

Notwithstanding the protection provided by these agreements, other concerns can require execution of formal agreements directly with NNSA's support services contractors prescribing the terms and conditions governing access to their proprietary information. Alternatively, access may be withheld from NNSA's support services contractors, in which case only Federal Government employees would be allowed access to proprietary information. In either case, restrictions on NNSA's ability to use support services contractors could adversely impact timely award and administration of NNSA contracts, grants, cooperative agreements, and inter-agency agreements.

Please review the attachment and execute and return the form provided, indicating your disposition on the matter of NNSA support services contractor access to your concern's proprietary information.

Attch: Access to Contractor Proprietary Information

## **Access to Contractor Proprietary Information**

1. The Office of Business Services at the National Nuclear Security Administration (NNSA) Service Center contracts for various support services which may require contractor employees to access proprietary information submitted by other concerns. Access to proprietary information may be provided to one or more of the following NNSA support services contractors. The list of support services contractors is subject to change.

CE2 Incorporated, 7901 Stoneridge Drive, Suite 505, Pleasanton, CA, 94588  
Cordoba Corporation, 660 S Figueroa Street, Suite 1170, Los Angeles, CA, 90017-3444

These contractors and their employees are contractually bound to protect all proprietary information to which access is provided. Copies of executed non-disclosure and/or confidentiality agreements are maintained in their contract files. Additional and/or future support services contractors and their employees will be required to execute the same agreements.

2. To further protect proprietary information from unauthorized use or disclosure for as long as it may be considered proprietary, and to preclude the use of such information for any purpose other than that for which access is provided, the listed support services contractors can be required to execute agreements directly with other concerns prescribing the terms and conditions governing access to their proprietary information (see FAR 9.505-4, Obtaining Access to Proprietary Information). These agreements would not, however, govern access to information available to the Government or its support services contractors from other sources, or furnished voluntarily without restriction.

3. In conjunction with submission of a response to an NNSA solicitation, please grant or deny access to proprietary information provided in response to a solicitation and/or incident to any resulting or existing contract, grant, cooperative agreement or inter-agency agreement to the NNSA support services contractors identified above using the attached form. Once access is granted, it remains effective through instrument close-out unless formally rescinded. Any restrictions on the ability of the Service Center's support services contractors to access proprietary information could adversely impact timely award and administration of NNSA contracts, grants, cooperative agreements, and inter-agency agreements.

4. Alternatively, you may grant access to the contractors identified above by simply not responding to this request within your proposal submission. Such passive granting of access shall be binding.

**Access to Contractor Proprietary Information**

\_\_\_\_\_ hereby grants access to  
(Company Name)  
proprietary information provided in response to a solicitation and/or incident to any resulting or  
existing contract, grant, cooperative agreement or inter-agency agreement to the following  
NNSA support services contractors:

	<u>Grant</u>	<u>Deny</u>	<u>Co. to Co. Agreement</u>
<b>CE2 Incorporated</b>	[ ]	[ ]	[ ]
<b>Cordoba Corporation</b>	[ ]	[ ]	[ ]

Once access is granted, it remains effective through close-out unless formally rescinded. For each NNSA support services contractor to which access to proprietary information is not granted, provide a detailed statement, below, explaining the basis for denial or requirement for a company-to-company agreement. Note that lack of access by NNSA support services contractors can adversely impact timely award and administration of NNSA contracts, grants, cooperative agreements, and inter-agency agreements.

**CE2 Incorporated:**

**Cordoba Corporation:**

\_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.217-05      **EVALUATION OF OPTIONS (JUL 1990)**  
*Applies to Firm-Fixed-Price CLIN(s) only.*

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT**

**M001 EVALUATION OF PROPOSALS (FEB 2005) (TAILORED)**

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established a Technical Evaluation Committee (TEC) to evaluate the proposals submitted for this acquisition.

(b) The instructions set forth in Part IV Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the TEC. The Offeror must furnish adequate and specific information in its response. Cursory responses or responses which merely repeat or reformulate the Performance Work Statement (PWS)/Statement of Work (SOW) are not acceptable.

(c) A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) Prior to an award, a determination shall be made by the Source Selection Authority whether any possible organizational conflict of interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV Section K of this solicitation. An award will be made if there is no organizational conflict of interest or if any potential organizational conflict of interest can be appropriately avoided or mitigated.

(e) Pursuant to 15.306(c), the Contracting Officer's determination of competitive range for proposals submitted as a result of this solicitation will consider such factors as technical evaluation/ranking of the proposal, initial cost/price proposed and other items set forth in this section. Offerors are hereby advised that only those proposals deemed to have a reasonable chance for award of a contract will be included in the competitive range. Offerors who are not included in the competitive range will be promptly notified.

(f) For the purpose of evaluating information on an Offeror's experience and past performance, NNSA will consider information on all of those companies comprising the Offeror's "contractor team arrangement" that will perform major or critical aspects of the PWS/SOW as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(g) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms for both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(h) Exceptions or deviations to any terms and conditions alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(i) An overall rating of unsatisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria or subcriteria.

#### **M002 BASIS OF CONTRACT AWARD (FEB 2005) (TAILORED)**

The Government intends to award one or more awards to the responsible Offeror(s) whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's strength and weaknesses against evaluation criteria 1 through 5 described in M003 entitled "Evaluation Criteria". In determining the best value to the Government, Criterion 1 (Credentials), Criterion 2 (Experience), and Criterion 3 (Writing Proficiency) are of equal importance. Each is more important than Criterion 4 (Past Performance). When combined, Criterion 1 (Credentials), Criterion 2 (Experience), Criterion 3 (Writing Proficiency), and Criterion 4 (Past Performance) are significantly more important than the Cost evaluation criteria. The Government is more concerned with obtaining a superior Technical proposal than making an award at the lowest evaluated total cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror over another. In accordance with FAR 15.304(e), Evaluation Criteria 1 through 4, when combined, are significantly more important than Price; however, Price will contribute substantially to the selection decision. Thus, to the extent that Offerors' evaluated Credentials, Experience, Writing Proficiency, and Past Performance are evaluated as close or similar in merit, the evaluated Price is more likely to be a determining factor.

#### **M003 EVALUATION CRITERIA (MAR 2007)**

##### **(a) Criterion 1 - Credentials**

Using a pass/fail analysis, the Government will evaluate key personnel proposed for compliance with the requirement that the contractor possess either 1) current board-certification if psychiatrist, with license to practice in the State of Nevada, or (2) current clinical psychologist licensure, with license to practice in the State of Nevada. If it is determined that an Offeror has not complied with the requirement stated under this criterion it may be removed from consideration for contract award.

##### **(b) Criterion 2- Experience**

The Government will evaluate an Offeror's key personnel on their professional and educational experience for ability to diagnose mental illness and conditions which may cause a significant defect in an individual's judgment/reliability and ability to provide verbal testimony during administrative proceedings. Consideration will be given to the individuals' education, experience, and professional credentials as these qualities apply to their role in fulfilling the requirements of the Performance Work Statement (PWS). Mental illness and conditions includes, but is not limited to, alcohol/drug abuse and dependency, deviant sexual behavior, schizophrenia/bipolar disorders. Specific experience in the area of substance abuse is advantageous for evaluation purposes. Proposed key personnel not currently employed by the Offeror will not be considered unless a signed letter of intent has been submitted with their resume.

##### **(c) Criterion 3 - Writing Proficiency**

The Government will evaluate the quality of the sample written report(s) of an Offeror's key personnel from the scenario provided in Section L for the following:

- Ability to provide concise, comprehensive, and accurate written report addressing the issues of the specific case and the diagnosis, the absence or presence of evidence of rehabilitation or reformation and the basis for their findings as they pertain to 10 CFR 710.
- Ability to support a diagnosis and make a clear yes or no determination as to whether or not the individual evaluated has a significant defect in judgment or reliability.
- Extent and relevancy of applicable reference material used

**(d) Criterion 4 - Past Performance**

The Government will evaluate and assess the performance of the Offeror on past projects (including current contracts) for work similar in size, scope, and complexity to this requirement. Emphasis will be placed on recent experience (within the past three years). From this information, the government determines an overall risk assessment regarding the Offeror's likelihood of success on the proposed acquisition. In the event an Offeror lacks any record of relevant past performance, the Offeror's past performance will be evaluated neither favorably nor unfavorably and assigned a neutral risk rating.

The Government will consider information submitted by the Offeror along with any other relevant and reliable information that may be obtained from other sources (including information from Government personnel and databases).

**(e) Criterion 5 - Price**

Price or cost to the Government will be evaluated and considered but will not be rated or combined with other aspects of the proposal evaluation. The proposed price will be analyzed for reasonableness. It may also be analyzed to determine whether it is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the Offeror's Technical Proposal. Pursuant to FAR 17.203(b), the Government's evaluation shall be inclusive of options.